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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

1 DELPHINE ALLEN, et al.,) **MASTER FILE: No. C-00-4599-TEH**
2)
3 Plaintiffs,) STIPULATION BETWEEN THE PARTIES
4) AND ORDER EXTENDING THE COURT'S
5) JURISTCITION OVER THE NSA UNTIL
6) APRIL 21, 2010
7 vs.)
8 CITY OF OAKLAND, et al.,)
9)
10 Defendants.)
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29 The parties, acting by and through their legal counsel, and after consultation with the IMT,
30 agreed upon a consensus definition of "substantial compliance" and the criteria that the IMT will
31 utilize in formulating its recommendation to the Court in January 2010 re: OPD's achievement of
32 substantial compliance as required by the NSA. This agreement was entered into on March 31, 2008
33 and was filed with the Court and titled, "The Parties Statement Re: Defining And Evaluating

1 Substantial Compliance Under the Negotiated Settlement Agreement.” Said Statement (hereinafter
2 referred to as Stipulation) is incorporated herein as though fully set forth.

3 As part of the above referenced Stipulation, the Defendant City and the IMT agreed that OPD
4 should be required to remain in “substantial compliance” for a period of one year, from January 21,
5 2009, through January 21, 2010. The parties further agreed in the Stipulation to extend the Court’s
6 jurisdiction over the NSA for an additional 90 days after January 21, 2010, until April 21, 2010, for
7 the sole purpose of allowing the parties time to meet and confer and then, if necessary, file any
8 motions in the event there is disagreement with the IMT’s recommendation to the Court whether
9 OPD has achieved and maintained substantial compliance by January 21, 2010.

10 Therefore, pursuant to said Stipulation, the Parties, through their attorneys, hereby agree and
11 respectfully request an Order from the Court (1) approving the Parties’ Stipulation Re: Defining And
12 Evaluating Substantial Compliance Under the Negotiated Settlement Agreement” dated March 31,
13 2008 and (2) extending the Court’s jurisdiction over the NSA for an additional 90 days after January
14 21, 2010, until April 21, 2010, for the sole purpose of allowing the parties time to meet and confer
15 and then, if necessary, file any motions in the event there is disagreement with the IMT’s
16 recommendation to the Court whether OPD has achieved and maintained substantial compliance by
17 January 21, 2010. Except as provided above, this stipulation by the Parties is not intended and shall
18 not be construed as an agreement to extend the NSA beyond the maximum seven-year period
19 provided in the *NSA in Article XV. Housekeeping Provisions. Section B. 3. Implementation and*
20 *Jurisdiction.*

21
22 So Stipulated:

23
24 Dated: June 24, 2008

Bertrand, Fox & Elliot

25
26 By: _____ /s/
27 _____ Gregory M. Fox, Attorney for
28 Defendant City of Oakland

Dated: June 24, 2008

Oakland City Attorney's Office

By: _____ /s/
Rocio V. Fierro, Attorney for
Defendant City of Oakland

Dated: June 24, 2008

Law Offices of John L. Burris

By: /s/
Jphn L. Burris, Attorney for
Plaintiffs

Dated: June 24, 2008

Law Offices of James B Chanin

ATTORNEY ATTESTATION

I hereby attest that I have on file all holograph signatures for any signatures indicated by a “conformed” signature (/s/) within this E-filed document.

Dated: June 24, 2008

/s/
GREGORY M. FOX

1 Good cause appearing, the stipulation of the parties is SO ORDERED. IT IS FURTHER
2 ORDERED that the IMT shall be compensated for any work it is required to perform during the
3 additional 90-day extension period. Given the uncertainties surrounding what additional work, if
4 any, the IMT will be required to perform after January 21, 2010, and whether funds that the City has
5 already authorized to pay the IMT through January 21, 2010, will be sufficient to cover any such
6 work, it is unnecessary to address the details of such compensation at this time.

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8
9 Dated:

